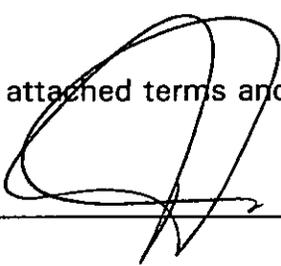


ENCROACHMENT PERMIT

ALVAREZ LINCOLN/MERCURY , the Owners/Lessee of the property located within the AUTO CENTER ASSESSMENT DISTRICT (DISTRICT) of the City of Riverside, Assessors Parcel No. 231-240-001 hereby requests permission to use and maintain an AUTO CENTER DISPLAY PEDESTAL and/or a BUSINESS IDENTIFICATION SIGN and/or LANDSCAPE and HARDSCAPE IMPROVEMENTS within the public right of way immediately adjacent to the subject property.

Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date MAY 17, 2001

BY:  _____

Date _____

BY: _____

Address: 8051 AUTO DR.
RIVERSIDE, CA 92504

Phone _____

.....
ENCROACHMENT PERMIT APPROVAL

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, and is only revocable permission to use the land for the purpose described.

Planning -

 _____

APPLICANT: Return this permit to the Public Works Department for final approval.

.....
FINAL APPROVAL

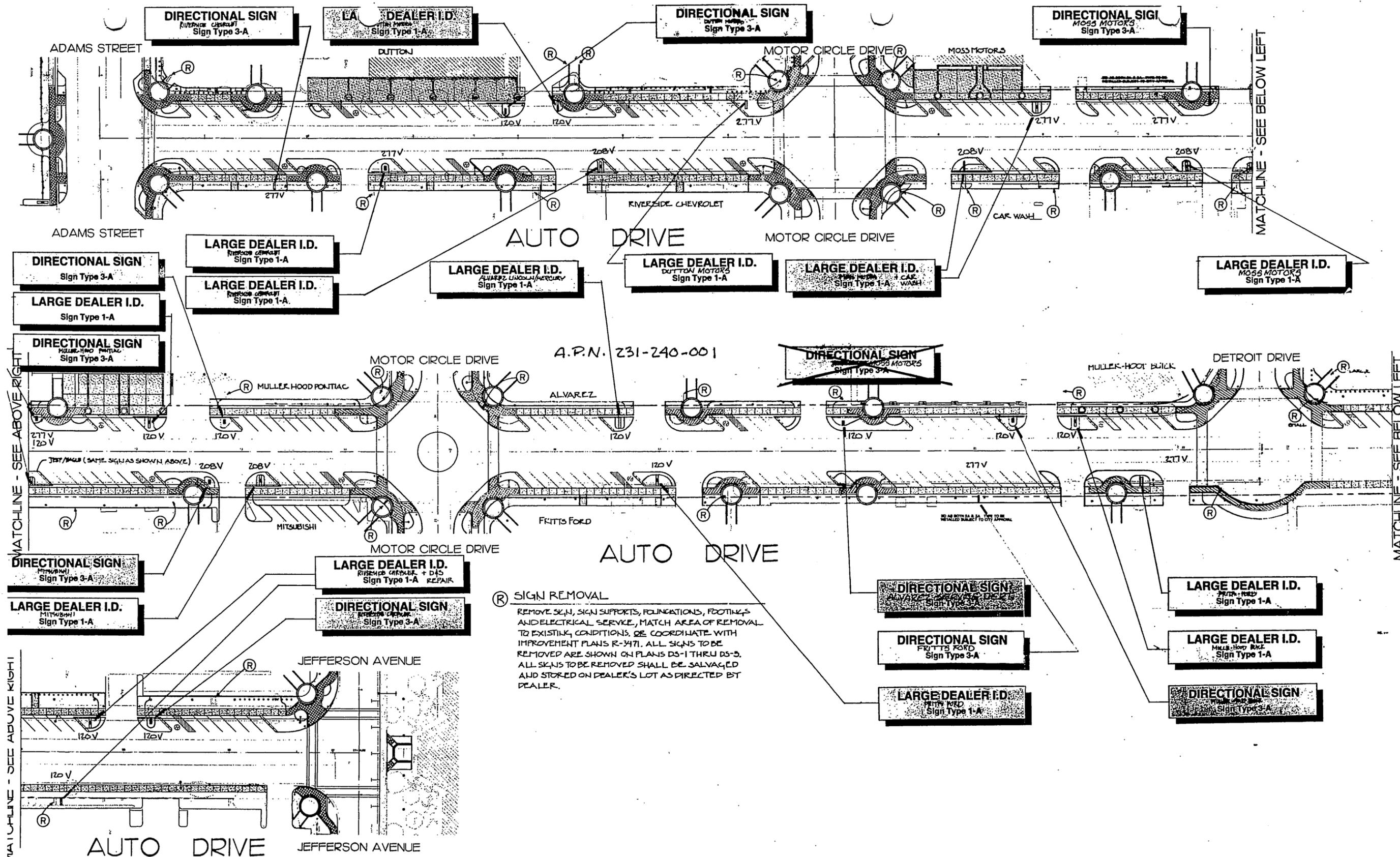
Date 5-21-01

 _____
Richard McGrath, Public Works Director

TERMS AND CONDITIONS

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit.
3. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the use, and/or maintenance of the facilities within the described property.
4. The permittee agrees to insure that the use of these facilities will not interfere in any way with any existing City or utility facilities.
5. Permitted acknowledges that existing city or utility facilities will require future maintenance, reconstruction, and revisions and that facilities may be added, any of which may result in removal or alteration of the permittee's improvements without reimbursement to the permittee.
6. Permittee acknowledges that the use of the Public Right of Way for Business Identification Signs, Display Pedestals, and Landscape/Hardscape Improvements is subject to the terms and conditions herein.
7. Permittee agrees that the Display Pedestal is for the sole use of the permittee for displaying vehicles for sale and that the placement of a Business Identification Sign within the public right of way is subject to all applicable rules and regulations of the City of Riverside.
8. Permittee acknowledges that it is in the best interest of the property owners, their lessee's and tenants within the DISTRICT to enter into a cooperative arrangement for the uniform maintenance and management of the landscaping, hardscape, and improvements installed by the DISTRICT. Permittee further acknowledges that the formation of the AUTO CENTER MAINTENANCE and MANAGEMENT GROUP (GROUP) is necessary for this purpose.
9. Permittee agrees to maintain in good standing, membership, fee payments, dues payments, and special assessments levied by the GROUP for the purpose of maintaining the landscaping, hardscape, and improvements installed by the District
10. Permittee agrees that any failure to pay all required fees billed by the GROUP within 2 calendar weeks of receipt of said bill will result in revocation of this permit and Permittee will all rights for the use of the display pedestals and signs within the right of way as permitted herein.

11. Permittee acknowledges that failure to bring all accounts into good standing may result in the transfer of the rights contained herein to a member of the GROUP who agrees to bring the delinquent accounts current. This includes, the right to display other vehicles on the pedestal, place a sign other than that of the existing business on permitted sign location, change the lettering on the display pedestal, or modify the landscape in accordance with that allowed under the terms of the Maintenance and Management Agreement.
12. Permittee cannot sell, lease, rent, or transfer the rights contained herein without the written consent of the City of Riverside.
13. Permittee agrees that any failure to abide by the terms of the revocation of a permit will result in actions by the City of Riverside to enforce these terms including, but not limited to, the impounding of any vehicle or item placed upon a display pedestal, and the removal and impounding of any sign or signs located within the public right of way.
14. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
15. If the Public Works Director of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.
16. Permittee agrees to pay all reasonable costs associated with enforcement of the provisions contained herein.



Background Service Alert
 Toll Free
 1 - 800
 422 - 4133
 WORKING DAYS BEFORE YOU DIG

PRIVATE ENGINEERING NOTE
 CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO, THE CONTRACTOR'S OBLIGATION TO MAINTAIN ALL NEARBY UTILITIES AND STRUCTURES AND NOT BE LIMITED TO MANUAL, MECHANICAL, ELECTRICAL AND HOLD DESIGN PROFESSIONAL LIABILITY FROM ANY AND ALL CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES AND HOLD DESIGN PROFESSIONAL LIABILITY FROM ANY AND ALL CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES AND HOLD DESIGN PROFESSIONAL LIABILITY FROM ANY AND ALL CONSTRUCTION OF THE PROJECT.



PREPARED UNDER THE DIRECTION OF:
 KEITH FORBES
 REGISTERED LANDSCAPE ARCHITECT NO. 2821
 EXPIRATION DATE: 7-31-97 DATE:
 APPROVED BY:

CEG CANTY ENGINEERING GROUP, INC.
 CIVIL ENGINEERING - PLANNING - SURVEYING
 3170 CHICAGO AVENUE, SUITE 180, P.O. BOX 52050, RIVERSIDE, CA 92517
 TEL (909) 683 - 5234 FAX (909) 683 - 5301
 SCALE: 1"=40'
 DATE: MARCH 1997
 BENCH MARK: RIV. CO. BM 801-21-88, CALTRANS BRASS DISK SET IN CONC. WELL LOCATED IN CENTERLINE OF MONROE STREET 40' NW OF INDIANA AVENUE ELEVATION: 810.933

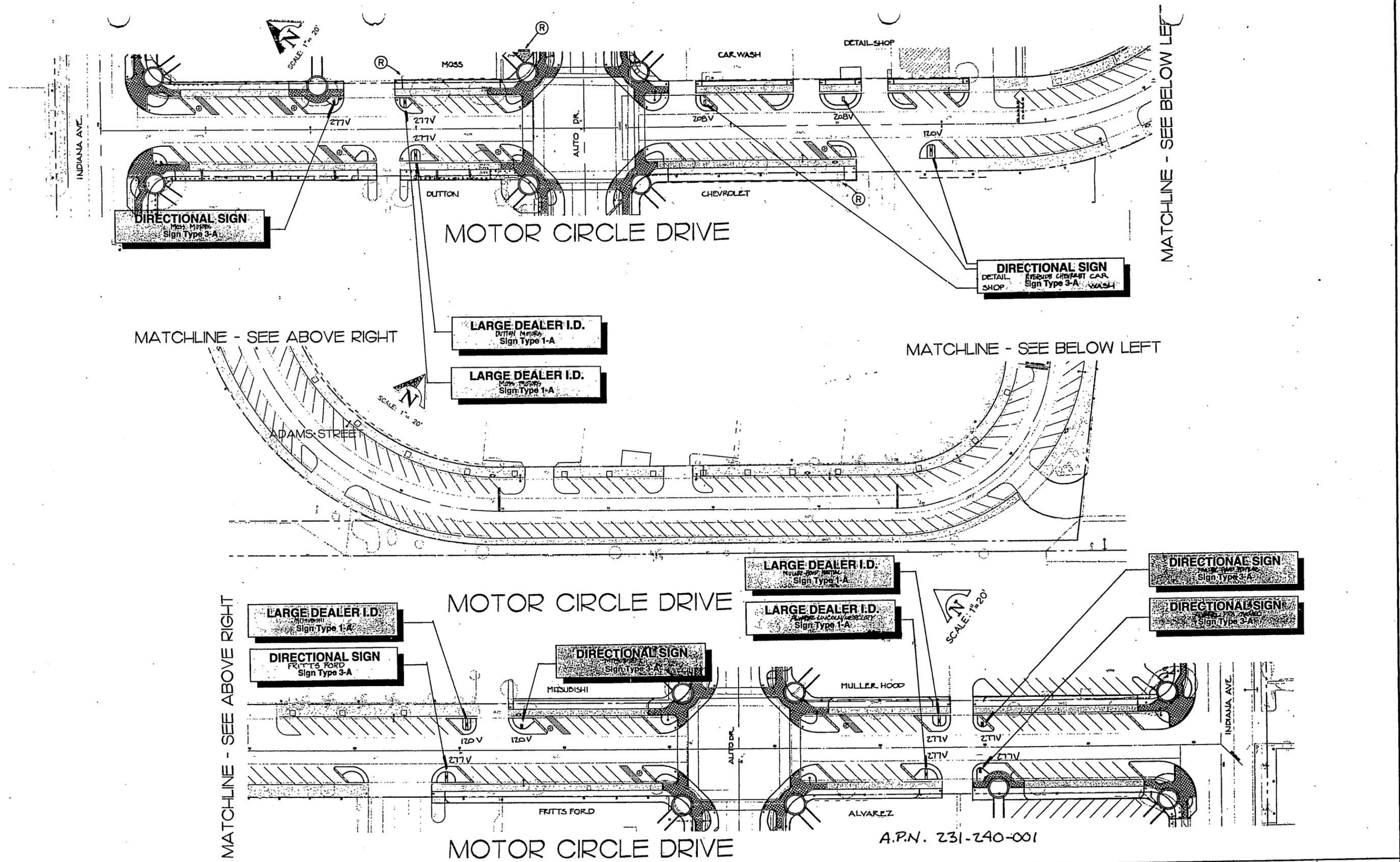
MARK	REVISIONS	APPR.	DATE
DESIGNED BY	DRAWN BY	CHECKED BY	

CITY OF RIVERSIDE,
 DEPARTMENT OF PUBLIC WORKS
 APPROVED BY: [Signature] BY: [Signature] DATE: [Date]
 APPROVED BY: [Signature] BY: [Signature] DATE: [Date]
 DIRECTOR OF PUBLIC WORKS

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE STATE OF CALIFORNIA
AUTO CENTER RENOVATION PLAN
 SIGNING PLAN
 AUTO DRIVE
 FOR: RIVERSIDE AUTO CENTER ASSESSMENT DISTRICT

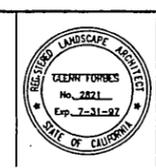
PROJECT NO.
 SHEET **DS-1** of **5**
 FILE NO.: 9613380

E-1490



ground Service Alert
 Call: TOLL FREE
 1 - 800
 422 - 4133
 KING DAYS BEFORE YOU DIG

PRIVATE ENGINEERING NOTE
 CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME, SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT HIS REQUIREMENT SHALL BE MADE BY ANY CONTRACTOR, AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



PREPARED UNDER THE DIRECTION OF:
 GLENN FORBES, R.L.A.
 REGISTERED LANDSCAPE ARCHITECT NO. 2821
 EXPIRATION DATE: 7-31-97 DATE:
 APPROVED BY:

CEG CANTY ENGINEERING GROUP, INC.
 CIVIL ENGINEERING - PLANNING - SURVEYING
 3120 CHICAGO AVENUE, SUITE 180, P.O. BOX 52050, RIVERSIDE, CA 92517
 TEL (909) 683 - 5234 FAX (909) 683 - 5301
 SCALE: 1"=40' BENCH MARK: RIV. CO. BM 601-21-88, CALTRANS BRASS DISK SET IN CONC. WELL LOCATED IN CENTERLINE OF MONROE STREET 40' NW OF INDIANA AVENUE ELEVATION: 810.633
 DATE: MARCH 1997

MARK	REVISIONS	APPR. DATE
DESIGNED BY	DRAWN BY	CHECKED BY

CITY OF RIVERSIDE,
 DEPARTMENT OF PUBLIC WORKS
 APPROVED BY: _____ BY DATE: _____
 PRINCIPAL ENGR. _____
 PARK DEPARTMENT _____
 TRAFFIC DIVISION _____
 CHIEF P. ENGR. _____
 APPROVED BY: _____ BY DATE: _____
 DIRECTOR OF PUBLIC WORKS _____

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE STATE OF CALIFORNIA
AUTO CENTER RENOVATION PLAN
SIGNING PLAN
MOTOR CIRCLE DRIVE
 FOR: RIVERSIDE AUTO CENTER ASSESSMENT DISTRICT
 PROJECT NO. _____
 SHEET **DS-2** OF **5**
 FILE NO.: 9613380

E-1490 5